ORIGINAL

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Attorneys for Defendants
PALISADES CHARTER HIGH SCHOOL and
AMY NGUYEN

FILED
Superior Court of California
County of Los Angeles
OCT 02 2018
Sherri R. Carter, Executive Officer/Clerk
By _____ Deputy
Shaunya Bolden

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ROYA SAGHAFI, an individual,

Plaintiff,

vs.

PALISADES CHARTER HIGH SCHOOL, a corporation; AMY NGUYEN, an individual; and DOES 1 through 10,

Defendants.

CASE NO.: **BC708497**

[*Assigned for all purposes to the Honorable Ruth Ann Kwan, Department 72*]

DEFENDANT PALISADES CHARTER HIGH SCHOOL'S ANSWER TO PLAINTIFF ROYA SAGHAFI'S COMPLAINT

Complaint Filed: June 1, 2018

Defendant Palisades Charter High School ("Defendant") on behalf of itself and for no other defendant, hereby responds to the Complaint for Damages ("Complaint") filed by Plaintiff Roya Saghafi ("Plaintiff") and admits, denies and otherwise pleads as follows:

GENERAL DENIAL

Pursuant to the California Code of Civil Procedure section 431.30(d), Defendant denies generally and specifically each and every allegation contained in the Complaint and denies that Plaintiff has suffered any injury or been damaged in any sum whatsoever.

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FILED
Superior Court of California
County of Los Angeles

OCT 02 2018

Sherri R. Carter, Executive Officer/Clerk
By: _____ Deputy
Stephanie Fletcher

CIT/CASE: BC708797
LEA/DEF#:

RECEIPT #: CCH465980028
DATE PAID: 10/02/18 11:30 AM
PAYMENT: $435.00 310
RECEIVED:
CHECK: $435.00
CASH: $0.00
CHANGE: $0.00
CARD: $0.00

AFFIRMATIVE DEFENSES

As separate and distinct affirmative defenses to Plaintiff's Complaint and the causes of action alleged therein, and to each of them, Defendant alleges as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

1. Plaintiff's Complaint as a whole, and each purported cause of action alleged therein, fails to state facts sufficient to constitute a cause of action against Defendant upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Workers' Compensation Preemption)

2. To the extent Plaintiff's Complaint, or any purported cause of action therein, alleges emotional or physical injury, this Court lacks jurisdiction, and any recovery is barred by the exclusivity of remedy under the California Workers' Compensation Act, Labor Code section 3200, *et seq.*

THIRD AFFIRMATIVE DEFENSE

(After Acquired Evidence)

3. To the extent discovery may disclose information which could serve as a basis for the termination of Plaintiff's employment, Plaintiff is barred from recovery by the after-acquired evidence doctrine.

FOURTH AFFIRMATIVE DEFENSE

(Statutes of Limitation)

4. Any recovery on Plaintiff's Complaint is barred by the applicable statutes of limitation, including, but not limited to, California Code of Civil Procedure section 335.1 and California Government Code sections 12940, 12960 and 12965.

FIFTH AFFIRMATIVE DEFENSE

(Avoidable Consequences)

5. Plaintiff's allegations of discrimination and retaliation are barred and/or any recovery of damages is precluded because Plaintiff unreasonably failed to take advantage of available preventive or corrective opportunities or to avoid harm otherwise. *State Dept. of Health Servs. v. Superior Court of*

Sacramento County (McGinnis) (2000) 31 Cal.4th 1026.

SIXTH AFFIRMATIVE DEFENSE

(Exercise of Reasonable Care)

6. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein, is barred in whole or in part because Defendant exercised reasonable care to prevent and correct promptly any alleged harassing, discriminatory or retaliatory behavior.

SEVENTH AFFIRMATIVE DEFENSE

(Managerial Immunity)

7. Any injuries Plaintiff allegedly sustained as a result of any action by a management employee of Defendant are barred by the doctrine of managerial immunity.

EIGHTH AFFIRMATIVE DEFENSE

(Privileged, Good Faith & Justified Conduct)

8. Any recovery on Plaintiff's Complaint is barred because Defendant's conduct was privileged and/or justified under California law and for valid business reasons.

NINTH AFFIRMATIVE DEFENSE

(Legitimate Business Justification)

9. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein, is barred because, assuming *arguendo* that discriminatory reasons had been a motivating factor in any employment decisions toward Plaintiff, Defendant would have made the same employment decisions toward Plaintiff in any case for legitimate, non-discriminatory business reasons.

TENTH AFFIRMATIVE DEFENSE

(Failure to Perform Responsibilities)

10. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein, is barred by Plaintiff's failure to satisfactorily perform her job responsibilities and otherwise conduct herself in accordance with the standards and policies of Defendant.

ELEVENTH AFFIRMATIVE DEFENSE

(Equitable Doctrines)

11. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein,

is barred under the equitable doctrines of consent, waiver, estoppel and unclean hands.

TWELFTH AFFIRMATIVE DEFENSE

(Laches)

12. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein, is barred in that Plaintiff was guilty of laches and unreasonable delay in bringing this action and in asserting any claim for relief against Defendant.

THIRTEENTH AFFIRMATIVE DEFENSE

(Contributory Fault)

13. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein, is barred in whole or in part by Plaintiff's own contributory and/or comparative fault.

FOURTEENTH AFFIRMATIVE DEFENSE

(Undue Hardship)

14. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein, is barred in that accommodation of Plaintiff's alleged disability would impose an undue hardship upon Defendant.

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

15. Plaintiff is barred from recovering any damages, or any recovery must be reduced, by virtue of Plaintiff's failure to exercise reasonable diligence to mitigate her alleged damages.

SIXTEENTH AFFIRMATIVE DEFENSE

(Offset)

16. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein, is barred in whole or in part because Defendant is entitled to an offset for any monies Plaintiff received from any source after Plaintiff ceased to be employed by Defendant under the doctrine prohibiting double recovery set forth by *Witt v. Jackson* (1961) 57 Cal.2d 57 and its progeny.

SEVENTEENTH AFFIRMATIVE DEFENSE

(No Punitive Damages)

17. Plaintiff's claims for exemplary and punitive damages are barred in that Plaintiff has

failed to raise sufficient allegations of malice, oppression or fraud and has failed to raise sufficient allegations to comply with the requirements of California Civil Code section 3294.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Punitive Damages Unconstitutional)

18. Although Defendant denies that it has committed or has responsibility for any act that could support the recovery of punitive damages in this lawsuit, if any, to the extent any such act is found, recovery of punitive damages against Defendant is unconstitutional under numerous provisions of the United States Constitution and the California Constitution.

NINETEENTH AFFIRMATIVE DEFENSE

(Attorneys' Fees and Costs)

19. Defendant has engaged attorneys to represent it in defense of Plaintiff's frivolous, unfounded and unreasonable action, and Defendant is thereby entitled to an award of reasonable attorneys' fees and costs pursuant to Government Code section 12965 upon judgment in its favor.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff take nothing herein;
2. For reasonable attorney's fees pursuant to California Government Code section 12965;
3. For costs of suit herein; and
4. For such other and further relief as the Court may deem just and proper.

Dated: October 2, 2018

JACKSON LEWIS P.C.

By: _____
Theresa M. Marchlewski
Ellen E. Cohen

Attorneys for Defendants
PALISADES CHARTER HIGH SCHOOL and
AMY NGUYEN

PROOF OF SERVICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

CASE NAME: ***Roya Saghafi v. Palisades Charter High School, et al.***

CASE NUMBER: **BC708497**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

On **October 2, 2018**, I served the foregoing document described as:

DEFENDANT PALISADES CHARTER HIGH SCHOOL'S ANSWER TO PLAINTIFF ROYA SAGHAFI'S COMPLAINT

in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as follows:

Ann A. Hull, Esq.
Hannah J. Robinson, Esq.
LAW OFFICES OF ANN A. HULL, INC.
21900 Burbank Boulevard, Third Floor
Woodland Hills, California 91367
Telephone: (818) 606-6618
Facsimile: (818) 322-1321

Attorneys for Plaintiff
Roya Saghafi

[X] BY MAIL

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[X] STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **October 2, 2018** at Los Angeles, California.

ARTHUR ESCALANTE

4843-3793-2661, v. 1